

		Real Estate				
Account No	Description	Jul	Aug	Sep	Oct	Nov
Total						
100-11010-0001	Current Real Estate Taxes					
172433.50		110.00	0.00	220.00	25931.15	146172.35
100-11010-0002	Real Estate Tax - Delinquent					
2458.89		0.00	2458.89	0.00	0.00	0.00
Fund Total						
174892.39		110.00	2458.89	220.00	25931.15	146172.35
Grand Total	Count: 2					
174892.39		110.00	2458.89	220.00	25931.15	146172.35

		Personal Property				
Account No	Description	Jul	Aug	Sep	Oct	Nov
Total						
100-11030-0001	Current Year Personal Property					
5116.08		62.42	28.44	17.11	1644.19	3363.92
100-11030-0002	Delinquent Personal Property					
166.03		0.00	0.00	1.73	164.30	0.00
Fund Total						
5282.11		62.42	28.44	18.84	1808.49	3363.92
Grand Total	Count: 2					
5282.11		62.42	28.44	18.84	1808.49	3363.92



MEMORANDUM

Date: January 8, 2026

To: The Honorable Mayor and Members of the Town Council
Town Administrator

From: Christine H. Branch, Town Clerk

Subject: Monthly Clerk's Report

COMPLETED

- Scanned all Town Council minutes from 1961 to present

CURRENT/ONGOING PROJECTS

- Continue scanning documents for conversion of paper records to electronic.
- Continue disposition process for expired records in accordance with LVA retention and disposition schedules.
- Continue trying to ensure server is not full of duplicate and unnecessary files.
- Continue working on records management policy and procedure, naming conventions, and standardized electronic & paper filing systems.
- Continue updating website and Facebook with current information and links.
- Preparing for move to new office space.

FUTURE PROJECTS

- Meet with staff to develop and implement file naming conventions and discuss records management needs.
- Work with Franktronics on implementing internal data security and server upgrade.
- Overhaul website and write social media management policy.

PROFESSIONAL DEVELOPMENT

- Continue to keep abreast of issues, news, and legislation affecting local government - no formal classes or webinars since last report



**TOWN
COUNCIL**

Agenda Summary
January 8, 2026

Agenda Item: 9 - PUBLIC COMMENT 1 & COUNCIL RESPONSE TO PUBLIC COMMENT 1

Mayor opens Public Comment Period and asks if all who desire to speak have had a chance to sign up. NO

SPEAKERS: Mayor closes Public Comment Period.

SPEAKERS: Mayor explains that each individual has five minutes to address Council on matters not scheduled for Public Hearing. Clerk will keep time.

After each speaker has been heard, Mayor asks for any council member response.

Council members may provide brief responses to issues such as clarifications of facts, answers to questions, etc. Council members shall limit their response to only those comments immediately preceding their response.

Agenda Item: 10 - UNFINISHED BUSINESS· NONE



Agenda Item Summary
January 8, 2026

Agenda Item: Strategic Planning Session 2025 Review

Background: The town undertook Strategic Goal Setting in 2025 with input from each member and staff. The items Identified were reviewed at the mid-year point and now in conclusion.

Fiscal Impact: None.

Staff Recommendation: Consider in formulating 2026 Priorities.

Council Action Requested: Not at this time.

Sample Motion: None required.



Agenda Item Summary

January 8, 2026

Agenda Item 11a: Signature Pools Contract

Background: Since opening the new pool, day to day management has been contracted out to Signature Pools. The effort to recruit by town staff over two years has resulted in a total of four applications for Lifeguards and one for Pool Manager; not enough to operate the pool. Signature has been able to fill these roles primarily as they provide the same services to several pools in the area.

Complaints have been few and quickly resolved. Signature has also been very accommodating in support of the Y's program, swim team operations, rentals, and summer reading kickoff sponsored by the library.

Fiscal Impact: \$65,970.00 for the summer of 2026 and \$65,970.00 for the summer of 2027.

Staff Recommendation: Approve authorizing the Town Administrator to execute the agreement with Signature Pools for services in 2026 and 2027.

Council Action Requested: Yes, to approve authorizing the Town Administrator to execute the agreement with Signature Pools for services in 2026 and 2027.

Sample Motion: I move to authorize the Town Administrator to execute the agreement with Signature Pools for services in 2026 and 2027 as presented.

Specifications

2026 Swimming Pool
Management Ted Costin (804)
758-2613 Urbanna Town Pool-
Tabor Park 425 Bonner Street
Urbanna, VA 23175
t.costin@urbannava.gov

Page



**SIGNATURE
POOL
MANAGEMENT, LLC**

2040 Botetourt Street
Richmond, VA 23221
(804) 380-9008

2026 Operational Dates:

Opening Date: May 23, 2026

Closing Date: September 7,
2026

info@signaturepoolmanagement.com

Date Prepared - October 14, 2025

Day of Week	Job	Labor Hours	# of Hours	# of LGs	Operation Hours
Mondays	NIA	Pool Closed	NIA	NIA	Pool Closed
Tuesdays	Cleaning	12:00pm - 1:00pm	1	2	1:00pm - 6:00pm
	All Swim	1:00pm - 6:00pm	5	2	
Wednesdays	Cleaning	12:00pm - 1:00pm	1	2	1:00pm - 6:00pm
	All Swim	1:00pm - 6:00pm	5	2	
Thursdays	Cleaning	12:00pm - 1:00pm	1	2	1:00pm - 6:00pm
	All Swim	1:00pm - 6:00pm	5	2	
Fridays	Cleaning	12:00pm-1:00pm	1	2	1:00pm - 8:00pm
	All Swim	1:00pm - 8:00pm	7	3	
Saturdays	Cleaning	12:00pm-1:00pm	1	2	1:00pm - 8:00pm
	All Swim	1:00pm - 8:00pm	7	3	
Sundays	Cleaning	12:00pm - 1:00pm	1	2	1:00pm - 8:00pm
	All Swim	1:00pm - 8:00pm	7	3	
Holidays	Cleaning	12:00pm - 1:00pm	1	2	1:00pm - 8:00pm
	All Swim	1:00pm - 8:00pm	7	3	
Weekly Staff Hours: 107					

Contract Price includes: Removal/ installation of pool covers, spring opening, basic pool chemicals, one (1) test kit, summer reagents and winterization. Additionally included is staffing for two events up to three additional hours per event Cost of \$40.00 per hour, per guard, for additional labor hours outside of Agreement. SPM will review, vet and hire local talent that has or will apply.

School Hours: while public school in session: Tues - Thurs CLOSED, Fri 4pm-8pm, Sat and Sun normal

Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract Sum of Sixty-five Thousand Nine Hundred Seventy Dollars (\$65,970.00). Price quote will expire after sixty (60) days.

Payment Schedule

Due April 1, 2026 -
\$10,995.00

Due June 1, 2026 -
\$10,995.00

Due August 1, 2026 - \$10,995.00

Due September 1, 2026 - \$10,995.00

Due May 1, 2026 -
\$10,995.00

Due July 1, 2026 -
\$10,995.00

Date: _____

Urbanna Town Pool - Tabor Park

Signature Pool Management, LLC

This :Specifications Page is governed by the Terms & Conditions in effect between :Signature Pool Management, LLC and the Owner. In the event that any item in the Terms & Conditions is inconsistent with this :Specifications Page, the terms of the :Specification Page shall govern, but only with respect to the services set forth.

Specifications

2027 Swimming Pool
 Management Ted Costin (804)
 758-2613 Urbanna Town Pool-
 Tabor Park 425 Bonner Street
 Urbanna, VA 23175
 t.costin@urbannava.gov

Page



**SIGNATURE
 POOL
 MANAGEMENT, LLC**

2040 Botetourt Street
 Richmond, VA 23221
 (804) 380-9008

2027 Operational Dates:

Opening Date: May 29, 2027

Closing Date: September 6,

2027

info@signaturepoolmanagement.com

Date Prepared - October 14, 2025

Day of Week	Job	Labor Hours	# of Hours	# of LGs	Operation Hours
Mondays	NIA	Pool Closed	NIA	NIA	Pool Closed
Tuesdays	Cleaning	12:00pm - 1:00pm	1	2	1:00pm - 6:00pm
	All Swim	1:00pm - 6:00pm	5	2	
Wednesdays	Cleaning	12:00pm - 1:00pm	1	2	1:00pm - 6:00pm
	All Swim	1:00pm - 6:00pm	5	2	
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Saturdays	Cleaning	12:00pm-1:00pm	1	2	1:00pm - 8:00pm
	All Swim	1:00pm - 8:00pm	7	3	
Sundays	Cleaning	12:00pm - 1:00pm	1	2	1:00pm - 8:00pm
	All Swim	1:00pm - 8:00pm	7	3	
Holidays	Cleaning	12:00pm - 1:00pm	1	2	1:00pm - 8:00pm
	All Swim	1:00pm - 8:00pm	7	3	
Weekly Staff Hours: 107					

Contract Price includes: Removal/ installation of pool covers, spring opening, basic pool chemicals, one (1) test kit, summer reagents and winterization. Additionally included is staffing for two events up to three additional hours per event Cost of \$40.00 per hour, per guard, for additional labor hours outside of Agreement. SPM will review, vet and hire local talent that has or will apply.

School Hours: while public school in session: Tues - Thurs CLOSED, Fri 4pm-8pm, Sat and Sun normal

Contract Price

The Owner shall pay the Contractor for the material and labor to be performed under the Contract Sum of Sixty-five Thousand Nine Hundred Seventy Dollars (\$65,970.00). Price quote will expire after sixty (60) days.

Payment Schedule

Due April 1, 2027 -
 \$10,995.00

Due June 1, 2027 - \$10,995.00

Due August 1, 2027 - \$10,995.00

Due May 1, 2027 -
 \$10,995.00

Due July 1, 2027 -
 \$10,995.00

Due September 1, 2027 - \$10,995.00

Date: _____

Urbanna Town Pool - Tabor Park

Signature Pool Management, LLC

This :Specifications Page is governed by the Terms & Conditions in effect between :Signature Pool Management, LLC and the Owner. In the event that any item in the Terms & Conditions is inconsistent with this :Specifications Page, the terms of the :Specification Page shall govern, but only with respect to the services set forth.



MANAGEMENT, LLC

THIS AGREEMENT made this ____ day of _____20__, by and between **Signature Pool Management, LLC**, hereinafter called "Signature", and **Town of Urbana**, hereafter called the "Owner".

In consideration of the compensation outlined in Specifications Page, Signature will provide the following services, as described in this agreement at the Owner's swimming pool facility. This agreement will refer to the Specifications Page, which includes operating hours, personnel hours, the Contract Price and payment schedule. Additional services and inclusions noted on the Specifications Page supersede the standard language in this contract.

I. BEFORE THE POOL OPENS SIGNATURE SHALL

Prepare the swimming pool for opening by completing the following services:

- A. Remove pool cover(s) and store at owner's facility if cover is present. If requested, Signature will move and store the pool cover(s) to a location outside the facility for an additional fee. Upon closing, the covers will be returned and reinstalled.
- B. Drain the pool(s), if needed, and acid wash pool shell. Additional charge(s) may apply.
- C. Fill pool(s) from Owner's water source.
- D. Reassemble pool filtration system by reinstalling plumbing, plug(s), flow meter(s), pressure gauge(s), etc., which were removed for winterization, and have been provided by the Owner.
- E. Start up and maintain pool filtration system(s).
- F. Reassemble existing bathhouse plumbing and advise owner of any repairs needed.
- G. Install existing diving board(s), ladder(s) and equipment that were removed for winterization. Signature will advise Owner of any defective anchors.
- H. Clean, organize and set up existing furniture on pool deck per Owner's diagram.
- I. Have the pool in operational condition before the opening date or pre-opening health inspection, under the condition that Signature is granted unconditional access by April 1st, and owner repairs are complete by May 1st.
- J. Signature will schedule and be present at the Local Health Department Inspection as required for opening.
- K. Where required, Signature will obtain Health Department permits if not obtained by the Owner before April 15th. The Owner is responsible for the payment of all permits. If Signature obtains the permit, the Owner agrees to pay all costs including a \$125.00 processing fee. Any electrical inspections, building inspections and HAZMAT Inspections/permits are the responsibility of the Owner.

II. BEFORE THE POOL OPENS OWNER SHALL

The Owner will be responsible for completing the following by April 1st unless otherwise noted and the pool must be available to be drained and cleaned before May 1st. If the pool is not ready, additional charges may apply. Should this occur, Signature reserves the right to conduct the pre-opening inspection after Memorial Day Weekend.

Owner shall perform the following:

- A. Provide all necessary utilities such as water, gas, and electricity. Payment for all utilities shall be the sole responsibility of the Owner.
- B. Provide Signature with a copy of any Health Department violation/compliance letters with the signed contract.
- C. Prepare facility for use:
 - 1. Ensure all fencing prevents unauthorized entry into pool area, and repair if necessary.
 - 2. Complete all building repairs such as broken windows or doors, toilet partitions, damaged tile or drywall, etc.
 - 3. Provide cleaning equipment. Owner shall be responsible for supplying or payment of the following supplies:
 - (a) Rubber hose (g) Dustpan
 - (b) Mop bucket
 - (c) Hose nozzle Mop
 - (d) Toilet Brush
 - (e) Toilet Plunger
 - (f) Scrub Brush
 - (g) Dustpan
 - 4. Complete any needed plumbing repairs excluding items winterized by Signature. Hot water heaters must be made operational in order to pass inspection. Inspect electrical systems and repair as required. Supply and install light bulbs.
 - 5. Provide working locks on all doors, gates and windows and provide Signature with three (3) sets of keys before April 1st. If Signature provides the required keys the charges will be billed to the Owner. Signature will not be responsible for theft, vandalism or missing equipment before, during or after the pool season unless attributed to negligence on the part of Signature and its employees.
- 6. Provide a hard-wired telephone and activate phone service before April 1st. The phone must be able to send and receive phone calls to and from Signature's office. Payment for the telephone and phone service shall be responsibility of the Owner. Signature shall not be responsible for any phone charges. Cell phones will not be accepted unless written approval is authorized by Signature.
- D. Arrange for and be present at any required inspections.
- E. Provide Signature and Signature's employees with free parking and reasonable restroom access at all times.
- F. Provide all members with a pool. The Owner's application form for a pool pass must indicate that the parents or supervising adults are responsible for watching their children at all times. Pool pass system may be electronic.
- G. Provide Signature with a copy of the pool rules and a list of all points of contacts, phone numbers and email addresses.
- H. Provide the following rescue/pool operation equipment:
 - 1. Backboard with head immobilizer and quick connect strap(s).

2. Hazardous materials handling package (gloves, goggles, apron).
3. Flowmeter or other rate of flow indicator.
4. Pool rules and safety signage.
5. Approved sanitization equipment, in proper working condition.
6. Rescue tube (one per guard on duty).
7. Tilting umbrella per guard station as well as at the check in area.



Agenda Item Summary January 8, 2026

Agenda Item: Marina Bridge

Background: Being on notice that the marina bridge was in bad condition as early as 2011 the town has avoided a great deal of liability. The situation has improved with the complete closure and blockage of the bridge to vehicular traffic. However, new potential liabilities arise. While it may not have been safe for Fire/EMS to cross the bridge – they could. Now they cannot. We now have a relationship with an engineering firm recommended by VDOT, Whitman, Requardt & Associates, LLP, who is recommending a bridge construction company, Kokosing. It is imperative all time and energy be given to establishing a Bridge over Bridge that includes contracting to construction not so much to limit inconvenience to our marina residents, but address a public safety shortfall.

The more recent activity concerning the bridge came about as I initiated the contact with Whitman, Requardt (and other engineering companies) in hopes we would get a grant for which we had already applied. This grant would address pre-engineering on the bridge be it repair or replacement. I asked all companies for an estimate of what pre-engineering would cost so we could use their estimates for the upcoming budget preparation. Regardless, if we did not get the grant and knowing the bridge's 2011 condition, we still needed estimates as the bridge still needed critical attention. I am impressed with this firm, because of all the firms contacted for an estimate they took the time to look at the bridge (on December 15) and document what they saw as well as, while under no contractual obligation professionally, recognized a professional duty to advise us to close the bridge on December 16. That day, after consulting with the mayor and Town Attorney, she shared the 2011 assessment documents with another engineer whose opinion was the bridge should have been closed at that time. At the same time, Whitman, Requardt contacted VDOT's District Bridge Engineer who reviewed their findings. While not a bridge under VDOT control, they corresponded with advice to close the bridge. Bridge closure occurred in the evening of December 16 to a limited degree with the mayor's help, then in total on December 19 thanks to VDOT.

During the holidays work was done to find financial assistance. This includes a commitment from Del. Keith Hodges to introduce a Special Appropriations Bill to fund repair/replacement of the bridge. The Delegate is in need of information and I have once again reached out to Whitman, Requardt & Associates, LLP, as well as Kokosing for that number anticipating replacement. Keep in mind, this is not guarantee of funding. In addition, other bridge over bridge solutions were sought.

Fiscal Impact: Up to \$5,000,000 based on an a verbal estimate. This will require a delay until at least the next budget of many needed and/or desired projects including, the Drone Show/Fireworks, pool slide, and playground equipment.

Staff Recommendation: Maintain Closure. Secure a contract to engage Whitman, Requardt & Associates, LLP, and Kokosing to establish as a temporary work around; a Bridge over Bridge so as to reopen the marina to vehicular traffic. Then pursue engineering and construction for a permanent repair, but more likely replacement.

Council Action Requested: Authorize staff to continue the closure and engage Whitman, Requardt & Associates, LLP, and Kokosing to establish as a temporary work around; a Bridge over Bridge so as to reopen the marina to vehicular traffic. Then pursue engineering and construction for a permanent solution up to and including replacement.

Sample Motion: I move to support continued closure of the marina bridge and authorize staff to engage Whitman, Requardt & Associates, LLP, and Kokosing to establish as a temporary work around such as a Bridge over Bridge so as to reopen the marina to vehicular traffic. Then pursue engineering and construction estimates for a permanent solution up to and including replacement for review by council.



Whitman, Requardt & Associates, LLP
Engineers · Architects · Environmental Planners Est. 1915

December 30, 2025 Mr. Ted Costin
Urbanna Town Administrator POB 179
Urbanna, Virginia 23175

Re: Bridge adjacent to Urbanna Town Marina - Bridge Replacement Cost Estimate Dear Mr.

Costin:

We are pleased to submit this proposal for performing an expedited preliminary estimate for replacement of the bridge on Oyster Road adjacent to the Urbanna Town Marina. The bridge is located on an earthen causeway which is protected by a combination of concrete wall, steel sheet pile and riprap. The single span bridge superstructure is comprised of three adjacent prestressed concrete beam slabs, and the substructure is comprised of cast-in-place concreted stub abutments supported on piles. The bridge structure is in poor condition and is posted to 5 tons due to its condition. The causeway and bridge are the only vehicular access to the Marina, and utilities are located immediately adjacent to and above the bridge structure.

The Town has requested that Whitman, Requardt & Associates, LLP (WRA) perform a preliminary estimate for replacement of the bridge structure; WRA will use available preliminary information and current estimating practices, including those used by the Virginia Department of Transportation, to develop a preliminary estimate for budgetary purposes.

SCHEDULE

Estimate will be expedited.

ITEMS TO BE PROVIDED BY URBANNA

The Town has provided WRA with some information on the bridge and site. Town to provide any other information beneficial to the estimate as applicable.

COMPENSATION

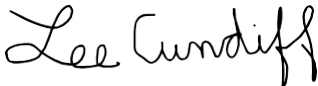
The estimated fees for the services on this project are summarized as follows:

Direct Labor	\$ 14,925
Non-Salary Direct Cost	<u>\$ 0</u>
Total	\$ 14,925

Should the schedule or design basis of this proposal be changed, we reserve the right to renegotiate.

We are available at your convenience to discuss this proposal and are looking forward to working with Urbanna on this project. Please contact me should you have any questions.

Respectfully,
Whitman, Requardt & Associates, **LLP**



Lee Cundiff, **P.E.**
Vice President

Enclosures cc: file

Approved:

Date: _____



Bridge adjacent to Urbanna Town Marina - Bridge Replacement Cost Estimate 30-Dec-25

A.	LABOR		
	Est. Man-hours X Hourly Rates	\$	14,925
B.	NONSALARY DIRECT COSTS, ESTIMATE	\$	
C.	SUB-CONSULTANT FEES		\$
D.	TOTAL ESTIMATED COST (A+B+C)	\$	14,925

COMPUTATION OF LABOR

	HOURS	RATE	AMOUNT
Project Lead (Sr. VP & VP)	14	\$250.00	\$3,500
Senior Engineer	20	\$215.00	\$4,300
Project Engineer	25	\$165.00	\$4,125
Engineer/Designer	24	\$125.00	\$3,000
TOTAL	83	NA	\$14,925

Bridge adjacent to Urbanna Town Marina - Bridge Replacement Cost Estimate

LABOR CLASSIFICATION										
									Total	
RATE										
	HOURS		HOURS		HOURS		HOURS		HOURS	DOLLARS
	4		4		6		6		20	
	8		12		15		18		53	
	2		4		4				10	
TOTALS	14	\$3,500	20	\$4,300	25	\$4,125	24	\$3,000	83	14,925



Agenda Item Summary January 8, 2026

Agenda Item 11c: Well Pump House Repair

Background: The town's well pump house had a pipe failure on October 8 while water quality tests were being run by Sydnor. The system was shut down, a repair crew called in, and they stabilized the situation. At that time, I asked for an estimate on several items pointed out in need of repair. After talking with Scott Funk of Kimley-Horn, our system engineer, I sought estimates on a complete replacement of the pipes and supports in the well pump house.

Two estimates were obtained and Sydnor's is the lowest at \$27,890. The Finance Committee reviewed both bids noting Sydnor is familiar with the system.

Fiscal Impact: \$27,890 with \$30,000 for repairs and maintenance budgeted.

Staff Recommendation: Authorize the Town Administrator to accept the quote from Sydnor at \$27,890 for the re-piping of the well pump house.

Council Action Requested: Yes, in line with the Staff Recommendation.

Sample Motion: I move to authorize the Town Administrator to accept the quote from Sydnor at \$27,890 for the re-piping of the well pump house. adopt amendments to the Town of Urbanna Employee Personnel Policy Handbook as presented this evening.











HYDRO... INC.

2111 MAGNOLIA ST., RICHMOND, VA
23223
P.O. BOX 27186. RICHMOND, VA 23261-
7186
800-552-7714 • 804-643-2725 • FAX: 804-
788-9058

QUOTE NO 10272-12

PAGE 1 OF 1

NOVEMBER 5, 2025

**TOWN OF URBANNA
WATER AND SEWER AUTHORITY**

Attn.: Mr. Ted Costen
Town Manager
390 Virginia Street
Suite B
Urbanna, VA 23175

Email: t.costen@urbannava.gov
Ph.: (804) 758-2613

**SUBJECT TO THE CONDITIONS OF SALE SET OUT BELOW, AND ON THE BACK HEREOF
Sydnor Hydro, Inc. offers to sell to Buyer the following:**

REFERENCE: PUMP HOUSE RE-PIPING

Sydnor Hydro Inc. proposes to provide the tools, transportation, materials, personnel, and expertise to remove all of the piping from the 6" line where it enters through the wall to the 8" where it **exits** through the floor of the pump house and goes to the system. The existing water meter will be reused. The existing 2" blow-off will be removed and replaced with a 4" blow-off. It will be routed so as not to interfere with the new generator. The system will be restarted and run through the blow-off for, at this time, an unspecified amount of time to allow treated water to fill the lines.

***F, or the Sum of*, \$ 27,890.00**

CLARIFICATIONS:

The above sum is based upon the following conditions:

- If any other issues arise at the time of installation other than listed above, a separate proposal will be provided for your approval with additional charges before completion of work.
- Any painting is to be by others.
- The pipe and fittings will be disinfected as it's installed.
- No water samples are included in this proposal.
- The 2" hole in the masonry wall left after the existing 2" blow-off has been removed will be temporarily covered and shall not be the responsibility of *Sydnor Hydro, Inc.* It shall be covered by others.

Terms are net due and payable within 30 days from date service rendered.

For further information, please call 1-800-552-7714 for Mr. Nick Polivka, Ext 204 or Mr. Rod McMordie, Ext. 232

**ACCEPTED UPON THE CONDITIONS SET OUT ABOVE AND OVER.
EXPIRATION 15 DAYS**

SYDNOR HYDRO, INC.

BUYER - TOWN OF URBANNA

BY: ☐ ☐ k.
AUTHOR HORI2AGarr

BY=-----
AUTHORIZED AGENT

ACCEPTANCE COPY
(PLEASE SIGN & RETURN TO SYDNOR)

ADDITIONAL CONDITIONS OF SALE

PARTIES: Sydnor Hydro, Inc. is hereinafter referred to as "Seller". The Buyer is hereinafter referred to as "Buyer".

DURATION AND ACCEPTANCE OF QUOTATION: This quotation is an offer to sell, it may be accepted only upon the terms herein stated by Buyer signing the Acceptance copy hereof and delivering it to Seller's office before its expiration. Unless otherwise provided on the face hereof, this quotation expires thirty days after the quotation date shown on the face or at such earlier time as it may be withdrawn by Seller either verbally or by writing addressed to Buyer at the mailing address on the face hereof. Once effective, Buyer's acceptance may be canceled only with Seller's consent and upon terms which will indemnify Seller against loss by reason of such cancellation.

CLERICAL OR TYPOGRAPHICAL ERRORS in price, description, or otherwise are subject to correction by Seller.

PRICES do not include any applicable sales, use, excise or other comparable taxes which, if required to be collected or paid by Seller or its supplier, shall be paid by Buyer to Seller, unless otherwise stated on the face hereof.

TERMS OF PAYMENT: Unless otherwise stated on the face hereof, terms of payment are net thirty (30) days after invoice date. In the event customer causes shipment or work delay, the Invoice date may be the date ready for shipment or installation regardless of continued possession by Seller. Seller may invoice for partial shipment. On work that includes construction services, seller reserves the right to cease construction activity and vacate the jobsite should buyer fail to make payments in accordance with payment terms established herein.

ADDITIONAL TERMS: If bankruptcy or insolvency proceedings be instituted by or against Buyer or if Buyer makes an assignment for the benefit of creditors or if Buyer's financial situation, in Seller's judgment, does not justify extending credit to Buyer, Seller may, at its election, require payment in advance or on delivery or cancel the order for any unshipped goods and require payment of any loss incurred by reason of the cancellation.

PAST DUE PRINCIPAL shall be subject to monthly interest, service or late charges at the highest lawful rate but not exceeding 1 1/2% per month. Buyer shall be liable for all costs (including reasonable attorneys' fees) incurred in collecting past due amounts.

DELIVERY: Unless stated on the face hereof, delivery shall be FOB point of shipment, and the means, method and route of delivery shall be as Seller may select. Any time of delivery stated on the face hereof is approximate only and Seller shall in no event be liable for delays in delivery or completion of work caused by delays in procuring materials or equipment or caused by fires, floods, accidents, acts of God, unavoidable accidents, strikes, labor difficulties or delay in transportation or by any action, law, ordinance, requirement, rule or regulation of any government or governmental authority, nor shall Seller be liable for any penalties or losses caused by any delay.

DESCRIPTIVE TERMS: Any descriptive terms or documents accompanying this order show only approximate dimensions, appearances, and specifications, Seller may make such changes therein as it deems an improvement.

RISK OF LOSS: The Buyer shall bear the risk of loss for any damage to or destruction of the goods ordered from such time as delivery by Seller of the goods to the carrier for transportation to Buyer, or, if Seller is the carrier, from tender of delivery to Buyer by Seller.

ADDITIONAL SERVICES: Unless stated on the face hereof, Seller does not agree or undertake to supervise or in any manner assist in the installation or start-up or servicing of the goods ordered.

EXPRESS WARRANTIES: (a) Items of equipment furnished by Seller Under this Agreement, whether drop shipped or installed by Seller, may be conditionally warranted against defects in material and workmanship by their manufacturer and are not warranted against such defects by Seller. Buyer's sole and exclusive remedy (if any) is against manufacturer only.

(b) Except as provided in paragraph (a), Seller agrees to correct all new construction work performed by Seller under this Agreement which proves to be defective in material or workmanship within one year from the Date of Substantial Completion. New construction work is defined as work performed on new facilities.

(c) Except as provided in paragraph (a), Seller agrees to correct service work provided by Seller under this

Agreement which proves to be defective in material or workmanship within ninety days from the date service work is completed. This warranty is expressly limited to defects in material and workmanship specifically provided by Seller, and does not include failure caused by conditions outside the scope of service work performed by Seller. Service work is defined as work performed primarily on existing facilities, even if some portion of the work includes new or replacement components.

This warranty is expressly in lieu of all other rights and remedies at law or in equity. THERE ARE NO EXPRESS WARRANTIES EXCEPT THOSE HEREINABOVE SET OUT IN THIS PARAGRAPH. Seller shall not be responsible for any work done or expense incurred by Buyer which has not been authorized or is in excess of that authorized.

DISCLAIMER OF IMPLIED WARRANTIES AND CONSEQUENTIAL DAMAGES: SELLER DOES NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR OR INTENDED PURPOSE OR USE. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR LIQUIDATED DAMAGES.

CONDITIONS EXCLUSIVE: No terms or conditions (including terms and conditions in any specification, order, contract, or subcontract in performance of which Buyer is purchasing the articles or services to be furnished pursuant hereof) not stated herein, and no agreement or other understanding varying the terms and conditions herein stated, shall be binding on Seller unless made a part hereof and signed by a duly authorized representative of Seller. To the extent that the assumptions, representations or conditions contained in this proposal are in conflict with any terms and conditions set forth on any subsequent purchase order or similar document issued to authorize or accept this proposal, the assumptions, representations and conditions of this proposal shall govern.



TOWN COUNCIL

Agenda Item

Summary FOR ALL

MEETINGS

Agenda Item: 12 - PUBLIC COMMENT 2 & COUNCIL RESPONSE TO PUBLIC COMMENT 2

Mayor opens Public Comment Period and asks if all who desire to speak have had a chance to sign up. NO

SPEAKERS: Mayor closes Public Comment Period.

SPEAKERS: Mayor explains that each individual has five minutes to address Council on matters not scheduled for Public Hearing. Clerk will keep time.

After each speaker has been heard, Mayor asks for any council member response.

Council members may provide brief responses to issues such as clarifications of facts, answers to questions, etc. Council members shall limit their response to only those comments immediately preceding their response.



**TOWN
COUNCIL**

Agenda Item for All Regular Meetings

Agenda Item: 13-COUNCIL ANNOUNCEMENTS & REQUESTS

Mayor calls on each council member by name to share any announcements or requests.

This time is generally used for individual council members to share information with other council members and the public and to make any announcements of interest to citizens. Council members may also request information from staff and/or items requiring action for inclusion on a future agenda during this time. This time should not be used to respond to Public Comment issues.

Agenda Item: 14 - CLOSED MEETING - NOT NECESSARY

Agenda Item: 15-ADJOURN OR RECESS

Motion to adjourn. No second needed. Voice Vote (all in favor, any opposed)
